

**SERIAL 05004 - - C      PROPANE GAS, PURCHASE & DELIVERY (NIGP CODE 43063)**

**CONTRACT PERIOD THROUGH MAY 31, 2008**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **PROPANE GAS, PURCHASE & DELIVERY (NIGP CODE 43063)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 04, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/ks  
Attach

Copy to:            Clerk of the Board  
                        Jim Baker, MCDOT  
                        Gidget Beltran, Equipment Services  
                        Beth Seay, Parks & Recreation  
                        Kathy Sicard, Materials Management

(Please remove Serial 00011-X from your contract notebooks)

**SPECIFICATIONS ON INVITATION FOR BID FOR:      PROPANE GAS, PURCHASE AND DELIVERY  
(NIGP CODE 43063)**

**1.0      INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for the delivery / purchase of Propane Fuel as required for Maricopa County Equipment Services and Parks and Recreation Propane Stations and Transportation Department requirement to replenish County owned forklift cylinders, to included parts pricing for replacement parts related to propane stations / equipment.

**2.0      TECHNICAL SPECIFICATIONS:**

**2.1      SAFETY STANARDS:**

All propane shall comply with ASTM D183-97 (latest version). All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, The National Fire Protection Association Standards and any other applicable requirements.

**2.2      PROPANE TANKS / STATIONS:**

The propane tanks sizes are 1000-gallon and 500-gallon. Forklift cylinders are 8-gallon.

**2.3      PROPANE LOCATIONS MAINTAINED BY EQUIPMENT SERVICES:**

- 2.3.1      Durango- 3325 W. Durango Street, Phoenix AZ 85009
- 2.3.2      Mesa- 155 E. Coury, Mesa AZ
- 2.3.3      Surprise- 16821 N. Dysart Rd., Surprise AZ
- 2.3.4      Buckeye- 26449 W. HWY 85, Buckeye AZ
- 2.3.5      Cave Creek Recreation Area-37019 N. Lava Lane Cave Creek, AZ 85331
- 2.3.6      McDowell Mountain Regional Park-15612 E. Palisades Drive., Fountain Hills, AZ 85269
- 2.3.7      Usery Mountain Recreation Area-3939 N. Usery Pass Road, Mesa, AZ 85207
- 2.3.8      White Tank Mountain Regional Park-13025 N. White Tank Mountain Road, Waddell AZ 85355
- 2.3.9      Lake Pleasant Regional Park, 41835 N. Castle Hot Springs Rd. Morristown AZ 85342
- 2.3.10      Estrella Mountain Park, 15099 Casey Abbott Drive North, Goodyear AZ 85338

**2.4      PROPANE LOCATIONS MAINTAINED BY PARKS & RECREATION:**

- 2.4.1      Spur Cross Ranch Conversation Area, 4.5 miles outside of the Town of Cave Creek 85331
- 2.4.2      Desert Outdoor Center, LPRP, 41402 N. 87<sup>th</sup> Ave, Peoria AZ 85383

**2.5      CYLINDERS EXCHANGE:**

Bidders are to provide pricing to refill five- (5) County owned 8-gallon forklift cylinders. Pricing to be determined by "cylinder exchange" win gate plus markup. The locations are below where service shall be provided.

- 2.5.1      Transportation Warehouse- 2222 S. 27<sup>th</sup> Avenue Phoenix, AZ 85009
- 2.5.2      Transportation Operations Building-2919 W. Durango Street Phoenix, AZ 85009

**2.6      SITE VISIT:**

Any prospective bidder that desires to view delivery locations shall make arrangements with the Fuel Coordinator, Mario Galaz at 602-506-4481.

**2.7 DELIVERY TRUCKS:**

Bidders shall provide information on how many delivery trucks available to meet our delivery requirements.

**2.8 SERVICE AND REPAIR:**

Bidders shall provide a labor rate for repairs performed at County locations. No overtime charges are allowed without prior approval by Equipment Services. Rework shall be done at no cost to the County. An invoice must be submitted with zero cost and detailing the Complaint, Cause, and Cure.

The service truck(s) must be fully equipped with parts, tools and equipment required to complete the repairs. The bidders shall indicate mileage charges (if any). The County shall not be responsible for any additional mileage due to parts, tools, material and other related items needed to complete the repairs. Equipment Services reserves the right to dispute/question charges for mileage and labor hours on all repairs if it exceeds industry standards.

**2.9 REPLACEMENT PARTS:**

All parts sold to the County must be itemized on the invoice to show the markup (if any) percentage cost. The County reserves the right to request verification of contractor's invoices reflecting the cost markup.

2.9.1 Priced separately as: contractor's cost + markup % or,

2.9.2 Part price with a statement at the bottom of the invoice stating, "The above parts pricing reflects XX% over contractor's cost".

**2.10 PRICING:**

2.10.1 All prices for propane shall be based on the Butane Propane News (BPN) / Win Gate plus or minus.

2.10.2 All bid prices shall include all costs incurred in the delivery to the designated County propane stations as specified here in.

2.10.3 The bid prices shall not include the federal fuel tax.

2.10.4 All prices charged to the County shall be in direct relation with the BPN prices.

2.10.5 Proof of price changes shall be provided to the Fuel Coordinator for verification / auditing purposes.

**2.11 DELIVERY TIME:**

Delivery shall be made within 24 hours from time of order notification.

**2.12 STAND-BY CHARGES:**

The contractors shall define their time frame allowed to wait until County is charged a stand-by time. Stand-by charges shall be allowed only if the delay is a direct cause of the County. A County employee must sign the delivery ticket to acknowledge the additional charge. The contractor shall not receive payment, if the stand-by charges are not authorized

**2.13 QUALITY REVIEW CHECKLIST:**

This is a safety standard (NFPA 58). The contractor shall have a quality review checklist form for the delivery drivers to conduct an inspection (i.e., point of transfer, relief valve, hose condition, etc.) on all propane stations and related equipment when transferring liquid. All deficiencies shall be brought to the attention of our Fuel Coordinator for the corrective action / repair. All other deficiencies discovered not related to Equipment Services shall be directed to the County Agency's designated employee.

2.14 INVOICING:

The original invoice shall be numbered and be submitted for each delivery. The invoice shall include; bill to and ship to address, contract number, product gallons (1000 gallon or 8 gallon), price BPN plus or minus margin, percent of fill, federal fuel tax, total cost. All service invoices must list labor rate and hours, part description, quantity and unit cost reflecting discount (if applicable). The Fuel Coordinators shall sign the invoice or the County's department's designated employee signature.

***Note: Contractor must coordinator-billing information from other County agencies utilizing this pricing agreement.***

Bill to address:

Equipment Services  
Fuel Coordinator  
3325 West Durango St.  
Phoenix Arizona 85009

Problems regarding payment shall be directed to Accounts Payable, at (602) 506-4668 or (602) 506-2938. All adjustments made on original invoice must be directed to the fuel coordinator (602-506-4481). The invoices must be received within 2 days after deliveries are made. Fax or electronic invoices are acceptable.

2.15 ADDITIONAL CHARGES/FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless Arizona State or Federally mandated, other than those listed in the pricing section of this price agreement. All costs shall be included in the bid Price.

2.16 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have (2) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.17 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.18 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 24 HOURS (24) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

**2.19 EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.20 STOCK:**

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

**2.21 ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

**2.22 WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the products listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of this solicitation.

**2.23 ADDITIONS / DELETIONS OF SERVICE:**

The County reserves the right to add or delete sites under this contract. If additional sites are required to be add, prices for such additions will be negotiated between the vendors and the County.

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty- (30) calendar days prior to the expiration of the original contract period.

**3.3 ESCALATION:**

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**3.4 EVALUATION CRITERIA:**

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price per gallon on Propane Stations
- 3.4.3 Price per gallon on Forklift 8 lbs cylinder
- 3.4.4 Labor rate
- 3.4.5 Mileage
- 3.4.6 Parts cost for replacement parts
- 3.4.7 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**3.6 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**3.7 ORDERING AUTHORITY:**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid

**3.8 INDEMNIFICATION AND INSURANCE:**

**3.8.1 INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.



3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

3.9.1 It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON ~~FEBRUARY 24, 2005~~  
MARCH 22, 2005 AT 10:00 A.M. AT THE MARICOPA COUNTY EQUIPMENT  
SERVICES DEPARTMENT, 3325 W. DURANGO STREET (2<sup>ND</sup> FLOOR CONFERENCE  
ROOM), PHOENIX, AZ 85009**

3.12 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled), one extra hard copy and one (1) electronic copy of pricing on CD or diskette.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.14.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.4 Agreement page, MANDATORY (Attachment B)

3.14.4 References, MANDATORY (Attachment C)

**FERRELLGAS LP, 3111 NW GRAND AVE., PHOENIX, AZ 85017**

PRICING SHEET C913502/B0604566 NIGP CODE 43063

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO  
Yes, If Mastercard or Visa

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS  
BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax  
applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS  
CERTIFY

BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH  
THE  
TERMS AND CONDITIONS SET FORTH HEREIN.

PROPANE STATIONS 1000 GALLONS:	ANNUAL GALLON USAGE	MARGIN PLUS OR MINUS BPN%	TOTAL COST PLUS MARGIN %
1. Durango Main Shop 3325 W. Durango Street Phoenix, AZ 85009	48,000	0.299%	\$1.219/GAL
2. Mesa Service Station 155 E. Coury Mesa, AZ	4500	0.299%	\$1.219/GAL
3. Surprise Service Station 16821 N. Dysart Rd. Surprise, AZ	4500	0.299%	\$1.219/GAL
4. Buckeye Service Station 26449 W. HWY 85 Buckeye, AZ	3000	0.299%	\$1.219/GAL
5. Cave Creek Recreation Area 37019 N. Lava Lane Cave Creek, AZ. 85331 (32nd St. & Carefree)	3000	0.299%	\$1.219/GAL
6. McDowell Mountain Regional Park 15612 E. Palisades Drive, Fountain Hills, AZ 85269	1000	0.299%	\$1.219/GAL
7. Usery Mountain Recreation Area 3939 N. Usery Pass Road, Mesa, AZ 85207	1000	0.299%	\$1.219/GAL
8. White Tank Mountain Regional Park 13025 N. White Tank Mountain Road, Waddell, AZ 85355	2500	0.299%	\$1.219/GAL
9. Lake Pleasant Regional Park 41835 N. Castle Hot Springs Rd. Morristown, AZ 85342	4500	0.299%	\$1.219/GAL

**FERRELLGAS LP, 3111 NW GRAND AVE., PHOENIX, AZ 85017**

10. Estrella Mountain Park 15099 Casey Abbott Drive North Goodyear, AZ 85338	3000	0.299%	\$1.219/GAL
11. Desert Outdoor Center LPRP 41402 N. 87th Ave Peoria, AZ 85383	1000	0.299%	\$1.219/GAL
PROPANE STATIONS 500 GALLONS:	ANNUAL GALLON USAGE	MARGIN PLUS OR MINUS BPN%	TOTAL COST PLUS MARGIN %
12. Spur Cross Ranch Conversation Area 4.5 miles outside of the Town of Cave Creek 85331	500	0.299%	\$1.219/GAL
FORKLIFT CYLINDERS 8-GALLON	ANNUAL GALLON USAGE	MARGIN PLUS OR MINUS BPN%	TOTAL COST PLUS MARGIN %
13. Transportation Distribution Center 2222 S. 27th Avenue Phoenix, AZ 85009	1000	0.70%	\$1.62/GAL
14. Transportation Operation Building 2919 W. Durango Street Phoenix, AZ 85009	500	0.70%	\$1.62/GAL
15. Labor rate for repairs (reference section 2.8):		\$75.00/HR.	
16. Mileage charge (reference section 2.8):		\$0.00	
17. Parts cost (reference section 2.9):		COST + 25%	
18. Stand-by charges (reference section 2.12):		\$75.00/HR.	

List all vendor locations participating with the pricing agreement: Phoenix, Arizona

Terms: Net 30

Vendor Number: W000002286 X

Telephone Number: 602-278-8511

Fax Number: 602-455-8404

Contact Person: Eric Bates

E-mail Address: [ericbates@ferrellgas.com](mailto:ericbates@ferrellgas.com)

Insurance Certificate: Required

Contract Period: To cover the period ending **MAY 31, 2008.**